

S/N 10/032,701
Ref. No.: 659-920

REMARKS

In an Office Action mailed October 8, 2003, the Examiner objected to the drawings, specification and claims. Applicants have amended the drawings, specification and claims to overcome the Examiner's rejections as set forth above and in the accompanying Drawing Amendment. None of these amendments has narrowed the scope of those respective claims.

The Examiner has rejected independent claims 1 and 22 as being anticipated by U.S. Patent No. 5,074,854 to Davis, and/or as being anticipated by or made obvious over GB 2267024A to Igaue. The Examiner also has rejected claims 11, 21 and 31 as being made obvious over Igaue in view of WO 96/11656 to KAO Corporation (hereinafter "KAO"). Because Davis, Igaue and KAO, alone or in combination, fail to disclose or suggest all of the recitations of the pending claims, inherently or otherwise, the Examiner's rejections should be withdrawn.

Claims 1 and 22:

Applicants have amended claims 1 and 22 to recite that the "line of weakness [comprises] a perforation," which was previously recited in cancelled claims 5 and 27. In addition, claim 1 recites that a "body panel has a tensile strength of less than about 6.62 lbf across said line of weakness," and claim 22 recites that applying a tensile force of less than about 6.62 lbf will break the body panel at the line of weakness. Support for these amendments is found throughout the specification, for example at page 25.

In contrast, Davis does not disclose or suggest a line of weakness formed by a perforation. Indeed, the Examiner acknowledged this deficiency by not rejecting claims 5 or 27 over Davis. Rather, Davis discloses a break-away panel 14. Accordingly, claims 1 and 22 are patentable over Davis.

Next, the Examiner asserts that Igaue teaches that the tensile strength of the cutting lines 9b have a tensile strength of *at least* that of the bonding lines 8, or that it would be obvious to make the tensile strength of the cutting lines 9b *at least the same as* that of the bond lines 8 (Office Action at 6). The Examiner then further asserts that the bond lines have a strength of at least 1000 g, which purports to equate to less than 5 lbf. Applicants respectfully disagree.

In particular, Igaue discloses that the bond lines 8 have a bond strength of “1000 g/inch or higher” (page 6), not merely 1000 g as asserted by the Examiner. A proper conversion of 1000 g/inch to lbf (taking into account a three (3) inch sample as used in the testing protocol – see specification at page 25) corresponds to 6.62 lbf.¹ According to the Examiner, therefore, Igaue requires that the cutting line have a strength of *greater than* 6.62 lbf. Claims 1 and 22, however, recite that the tensile strength of the body panel across the line of weakness is *less than about* 6.62 lbf. Therefore, by the Examiner’s own reasoning, Igaue does not disclose or suggest the limitations of claims 1 and 22. Moreover, according to the Examiner’s reasoning, Igaue clearly does not disclose or suggest a tensile strength of less than about 5 lbf, as recited in claims 3 and 30.

For at least these reasons, neither Davis nor Igaue disclose or suggest all of the limitations of claims 1 and 22 and the Examiner’s rejections should therefore be withdrawn.

¹ Moreover, even if the load is considered in absolute terms, as opposed to a load for a three (3) inch sample, Igaue discloses in Fig. 8 what appears to be at least a three (3) inch seam, thereby equating to a *minimum* 6.62 lbf bond strength for the seam.

Claims 11, 21 and 31:

Claims 11, 21 and 31 all recite a body panel having a *tear strength* of less than about 5 lbf along said line of weakness. As set forth in the specification, the “tear strength of the body panels along the line of weakness is determined using the testing protocol described below” (page 20, lines 22-23). The tear strength testing method is further disclosed and shown at pages 38-42 and Figure 17. In particular, the specimen is clamped along non-parallel lines and pulled apart (page 42).

In contrast, the values and test disclosed in KAO are for a peel test (see KAO at page 15 and Figure 5) (similar to the test in Igaue), not a tear test. Accordingly, the values of KAO are irrelevant to the tear strength of a line of weakness as measured per Applicant's specification. Moreover, Applicants note the peel strength of KAO is applied to a bond, not a perforation line (see, e.g., claim 17).

In addition, even if the data were relevant, the Examiner again has miscalculated the conversion to the claimed lbf. In particular, KAO discloses a sealing strength of not less than about 1000 gf/30mm, which converts to 5.59 lbf over a 3 inch sample.² KAO further states that if the sealing strength is less than 1000 gf/30mm, “the joint portion 8 may be tend to be torn while the diaper is worn” (KAO at page 15). Therefore, KAO discloses a bond strength of *more than* 5.59 lbf, whereas claims 11 and 31 recite *tear* strengths of *less than* about 5 lbf. Moreover, KAO teaches against lowering the bond strength below 5.59 lbf over a three (3) inch sample (KAO at page 15).

² In absolute terms, KAO discloses that at least three 30 mm strips (90 mm joint = 3.54 inches) are cut from the joint portion, which converts to a bond strength of 6.61 lbf for the entire joint.

S/N 10/032,701
Ref. No.: 659-920

For at least these reasons, Igaue and KAO, even if combined, fail to disclose or suggest all of the limitations of claims 11, 21 and 31, and the Examiner's rejections should therefore be withdrawn.

New Claims 41-44:

New claim 41-44 each recite that the "front body panel has a first terminal crotch edge and said rear body panel has a second terminal crotch edge, wherein said first and second terminal crotch edges are spaced apart and define a gap therebetween, and further comprising an absorbent composite bridging said gap and connected to said front and rear body panels." None of the applied references disclose or suggest this construction, and claims 41-44 are therefore allowable for this additional reason.



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CONCLUSION:

After Amendment, this application has 40 claims, including five independent claims. Applicants previously paid for forty claims including five independent claims. Accordingly, no additional claims fee is believe to be due. If for any reason this application is not considered to be in condition for allowance and an interview would be helpful to resolve any remaining issues, the Examiner is respectfully requested to call the undersigned attorney at (312) 321-4713.

Respectfully Submitted,

Dated: January 7, 2004

By:

Andrew D. Stover
Reg. No. 38,629
Attorney for Applicants

BRINKS HOFER GILSON & LIONE LTD.
Post Office Box 10395
Chicago, Illinois 60610
(312) 321-4200